



**MEMORANDUM OF UNDERSTANDING
FOR SHARED STEWARDSHIP**

Between

THE STATE OF LOUISIANA

Working through the

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY

And the

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

And the

UNITED STATES DEPARTMENT OF AGRICULTURE

Working through the

FOREST SERVICE, SOUTHERN REGION, KISATCHIE NATIONAL FOREST

And the

NATURAL RESOURCES CONSERVATION SERVICE – LOUISIANA

This Memorandum of Understanding for Shared Stewardship is hereby made and entered into by and between the State of Louisiana and the United States Department of Agriculture Forest Service and the Natural Resources Conservation Service, hereinafter referred to as “the parties.”

BACKGROUND

The Louisiana Department of Agriculture and Forestry (LDAF)

The mission of LDAF is to promote, protect and advance agriculture and forestry, and soil and water resources. The mission of the Office of Forestry is to protect, conserve, and replenish the state’s forest resources.

The Louisiana Department of Wildlife and Fisheries (LDWF)

The mission of LDWF is to manage, conserve, and promote wise utilization of Louisiana's renewable fish and wildlife resources and their supporting habitats through replenishment, protection, enhancement, research, development, and education for the social and economic benefit of current and future generations; to provide opportunities for knowledge of and use and enjoyment of these resources; and to promote a safe and healthy environment for the users of the resources.

Department of Agriculture (USDA)

The USDA provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on public policy, the best available science, and effective management. The Department of Agriculture has a vision to provide economic opportunity through innovation, helping rural America to thrive; to promote agriculture production that better nourishes Americans while also helping feed others throughout the world; and to preserve our Nation's natural resources through conservation, restored forests, improved watersheds, and healthy private working lands.

The United States Forest Service (USFS)

The mission of the Forest Service is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The Forest Service manages 193 million acres of National Forest System lands with tribal governments, state and private landowners, and maintains the largest forest research organization in the world. Being a good steward is an essential component of our Agency's work.

The Natural Resources Conservation Service (NRCS)

The NRCS is an agency committed to "helping people help the land". The NRCS improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture. This is achieved by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to conserve, protect, restore, and enhance the lands and waters upon which people and the environment depend.

I. PURPOSE

The purpose of this MOU is to establish a framework for the parties to work collaboratively on accomplishing mutual goals, to further common interests and effectively respond to the increasing ecological challenges and natural resource concerns in Louisiana, whether aquatic or terrestrial.

Federal, state and private managers of land in Louisiana face a range of urgent challenges, among them catastrophic storms, droughts, flooding, insect and disease

outbreaks, and invasive species. We recognize that these challenges must be met with proactive measures across all lands including:

- Restoring fire-adapted ecosystems and reducing the risk of wildfire.
- Identifying, managing, and reducing threats to forest and ecosystem health.
- Actively and sustainably managing forests.
- Protecting and ensuring water quality and availability to sustain terrestrial and aquatic organisms across our landscape, while meeting direct needs of human consumption.

In addition, the long-term strategy for conserving working forest lands needs continual attention by actively and sustainably managing forests and conserving high priority forest ecosystems and landscapes.

The parties will work together, using all available authorities and resources to:

- Identify land management priorities and priority natural resource concerns.
- Prevent and/or co-manage ecological health risks and natural catastrophes.
- Protect and enhance water quality and quantity.
- Improve air quality and conserve energy.
- Assist communities in planning for and reducing wildfire risks.
- Maintain and enhance the economic benefits and values of trees, forests and associated natural resources.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees, forests and associated natural resources and engage them in environmental stewardship and education activities.
- Collectively evaluate and examine opportunities to increase or improve public access and recreation and determine the appropriate actions to take.

A key component of the shared stewardship strategy is to prioritize investment decisions on forest treatments in direct coordination with states and other federal agencies. This will be done by using the most advanced science to increase the scope and scale of critical forest treatments that protect communities and create resilient forests and landscapes.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties will collaborate to carry out projects as identified and prioritized under the PURPOSE section and may agree to enter into separate agreements and identify specific terms and conditions for each project. The parties will take a more integrated approach to prioritizing investments in locally led conservation where they will have the greatest impact and will set priorities which address ecological risks and natural resource concerns across broad landscapes. A collaborative approach that addresses ecological risks across different ownership boundaries and habitat types will have direct and positive effects on land management practices, and the landowners and residents of Louisiana.

III. THE PARTIES SHALL:

- A. Collaborate on mutually agreed upon projects in pursuit of the overarching goals of this MOU, sharing decision space to identify priorities which are consistent with the State Forest Action Plan and the State Wildlife Action Plan. Consideration will be given to NRCS State Technical Committee recommendations and associated decisions by the State Conservationist in addressing all natural resource concerns across the State when setting priorities.
- B. Collectively evaluate and examine options for managing ecological risks and determining the appropriate actions to take. Realistically prioritize actions in order to focus and direct concerted investments for achieving landscape scale improvements.
- C. Make reasonable efforts to achieve consistency and avoid conflicts between federal, state, tribal, and private objectives, plans, policies, and programs; and address issues and concerns raised by any partner consistent with applicable law.
- D. Encourage the use of applicable state and federal programs and authorities to carry out actions when available. This includes but is not limited to state-delivered landowner technical assistance, forest health assistance, wildland fire suppression, prescribed fire, state delivered USFS State and Private Forestry Programs, Joint Chief's Landscape Restoration Partnerships, Good Neighbor Authority, landscape scale restoration programs and others available through Farm Bills and other authorities.
- E. Consider and incorporate state and local expertise and data, including socioeconomic data, in the development and analysis of actions.
- F. Agree upon mechanisms to ensure substantial participation from state and local partners, such as Louisiana Office of Culture, Recreation and Tourism, Louisiana Department of Transportation and Development, Conservation Districts, non-governmental organizations and others who will have an interest in carrying out the principles described in this MOU. To effectively reach these agencies, organizations, and other partners, the parties will develop a communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input to the prioritization processes.
- G. Agree to work under the premise of a big tent with an eye towards stewarding the whole. Parties will consult with and seek input from additional units of government, tribes, collaborative groups, advisory groups, and others as may be appropriate to derive the best solutions and highest benefits for the resources invested.

IV. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES:

- A. The parties are bound by all applicable federal, state, and local statutes and regulations. If conflicts arise, the parties will evaluate how authorities can best achieve the goals of a project.
- B. The parties will protect sacred sites and preserve cultural resources and take all necessary actions to protect data collected from Native American tribes.
- C. The parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purposes of this MOU.
- D. The parties will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means and, in each calendar year, the parties will meet at least once in person, to evaluate progress on the MOU.

V. PRINCIPAL CONTACTS:

Individuals listed below may act in their respective areas for matters related to this MOU.

Principal Louisiana Department of Agriculture and Forestry Contacts:

LDAF Program Contact	LDAF Administrative Contact
Name: Wade Dubea Address: 5825 Florida Blvd. City, State, Zip: Baton Rouge, LA 70806 Telephone: (225) 925-4500 Email: wdubea@ldaf.state.la.us	Name: Brett Lane Address: 5825 Florida Blvd City, State, Zip: Baton Rouge, LA 70806 Telephone: (225) 952-8005 Email: ForestProtection@ldaf.state.la.us

Principal Louisiana Department of Wildlife & Fisheries Contacts:

LDWF Program Contact	LDWF Administrative Contact
Name: Kenny Ribbeck Address: 2000 Quail Drive City, State, Zip: Baton Rouge, LA 70808 Telephone: (225) 765-2942 Email: kribbeck@wlf.la.gov	Name: Tommy Tuma Address: 2000 Quail Drive City, State, Zip: Baton Rouge, LA 70808 Telephone: (225) 765-2349 Email: ttuma@wlf.la.gov

Principal Forest Service Contacts:

Kisatchie National Forest Program Contact	Kisatchie National Forest Administrative Contact
Name: Lisa Lewis Address: 2500 Shreveport Hwy City, State, Zip: Pineville, LA 71360 Telephone: (318) 473-7160 Email: lisa.w.lewis@usda.gov	Name: Jason Nolde Address: 2500 Shreveport Hwy City, State, Zip: Pineville, LA 71360 Telephone: (318) 473-7160 Email: jason.nolde@usda.gov

Principal Natural Resources Conservation Service Contacts:

Louisiana State Office Program Contact	Louisiana State Office Administrative Contact
Name: Richard "Chad" Kacir Address: 3737 Government St. City, State, Zip: Alexandria, LA 71302 Telephone: (318) 473-7751 Email: richard.kacir@usda.gov	Name: Rick Williams Address: 3737 Government St. City, State, Zip: Alexandria, LA 71302 Telephone: (318) 473-7804 Email: richard.williams@usda.gov

PROVISIONS:

- A. NOTICES. Any communications affecting the operations covered by this MOU is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, to the contact of each organization at the address specified in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. ENDORSEMENT. Any party's contributions made under this MOU do not by direct reference or implication convey endorsement of any other party's products or activities.
- D. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: federal agency availability of appropriated funds and other resources; state agency availability of funds and other resources; federal and state agency administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.




Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any partner/agency obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- E. **ACKNOWLEDGMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** All parties shall acknowledge any partner support, if provided, in any publications, audiovisuals, and electronic media developed as a result of this MOU and the purpose as identified. Acknowledgment does not constitute endorsement of the products, services, or views of the partner.
- F. **TERMINATION.** Any of the parties may terminate this MOU in whole, or in part, at any time before the date of expiration. Such termination shall be in writing.
- G. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- H. **COMMENCEMENT/ EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective five years past the date of its signature at which time it will expire. Extension of this MOU for an additional five years can be made by mutual consent with a signed and dated modification.

VI. AUTHORIZED REPRESENTATIVES:

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Date:	<u>4-6-22</u>	By:	 _____ John Bel Edwards Governor of Louisiana
Date:	<u>4-6-22</u>	By:	 _____ Randy Moore Chief, U.S. Forest Service
Date:	<u>4-6-22</u>	By:	 _____ Dr. Mike Strain, DVM Commissioner, Louisiana Department of Agriculture and Forestry
Date:	<u>3/25/22</u>	By:	 _____ Richard Kacir State Conservationist, Louisiana, Natural Resources Conservation Service